

1. DEFINITIONS

- 1.1 «**Administrator**» shall mean The Manufacturers Life Insurance Company.
- 1.2 «**Allowable Expense**» shall mean, for the purpose of Article 10 «**Coordination of Benefits**» only, any necessary, reasonable and customary item of dental expense which is an Eligible Expense under this Plan and at least one other Dental Insurance Scheme covering the Beneficiary for whom a claim is made. When a Dental Insurance Scheme provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid under the Dental Insurance Scheme.
- 1.3 «**Beneficiary**» shall mean a Member or covered Dependent.
- 1.4 «**Benefit Year**» shall mean a period of twelve months commencing on the first day of January and ending the last day of December.
- 1.5 «**Date of Incurral**» shall refer to the date as of which Eligible Expenses shall be deemed incurred for the purposes of this Plan. Such Date of Incurral shall be determined in accordance with the type of procedure performed, such as:
- (a) For procedures which are defined as Type A or Type D Eligible Expenses, any expense or charge shall be deemed incurred as of the date the particular procedure is performed.
 - (b) For procedures which are defined as Type B or Type C Eligible Expenses, if the Beneficiary remained continuously covered during the entire duration of the course of treatment, any expense or charge for Eligible Expenses shall be deemed incurred as of the date the particular procedure is performed, except in the following cases:
 - (i) With respect to fixed bridgework, crowns, inlays, onlays or restorations, the Date of Incurral shall be the first date of preparation of the tooth or teeth involved.
 - (ii) With respect to full or partial dentures, the Date of Incurral shall be the date the final impression is taken.
 - (iii) With respect to restorations, the Date of Incurral shall be the first date of preparation of the tooth or teeth involved.
 - (iv) With respect to endodontic services, the Date of Incurral shall be the date the specific root canal procedure commenced.
 - (v) With respect to rebase or relines of an existing partial or complete denture, the Date of Incurral shall be the first date of reparation of the denture involved.
- If the Beneficiary did not remain continuously covered during the entire duration of treatment, the Date of Incurral for the expense or charge for Eligible Expenses is the date the particular procedure is performed.
- 1.6 «**Dental Care**» shall refer to any treatment, operation, procedure or service which is accepted as or defined as dentistry by the licensing body, agency, authority, laws or regulations governing the practice of dentistry in the country, state, province or territory where such care is applied or performed.

- 1.7 «**Dental Insurance Scheme**» shall mean, for the purposes of Article 10 only, any insurance policy, benefit plan or legislation of any nature providing dental benefits or services for or by reason of dental or medical care or treatment rendered to a Beneficiary.
- 1.8 «**Dentist**» shall mean a person who is currently licensed to practise dentistry by the governmental authority having jurisdiction over the licensing and practicing of dentistry in the location in which the person practices, and who is operating within the scope of that license.
- 1.9 «**Dependent**» shall mean the Member's spouse, and the Member's children as defined herein. The term "child" includes natural or legally adopted children, the Member's spouse's children if living with the Member, or children for whom the Member is a legal guardian who are wholly dependent upon the Member for support. The Member must have custody and control of the child.

In the case of full-time students, a "child" shall be under the age of 21, or under the age of 26 if a full-time student attending an education institution and wholly dependent on the Member for support. However, a «child» who attains the limiting age, shall also mean, a child is:

1. incapable of supporting himself/herself due to a physical or mental disability,
2. dependent on the Employee for support and maintenance, and
3. remains unmarried,

is deemed to continue to be a Child for as long as these three conditions exist. This continuation is subject to the Plan Administrator receiving proof of the above conditions no later than 31 days after the Child attains the limiting age. Proof that the above conditions continue may be required periodically.

A «**spouse**» shall mean (i) a person of either sex with whom the Member has been living in a conjugal relationship for one year. The one-year cohabitation requirement does not apply if a child is born of this union, and (ii) as defined under the applicable legislation.

Note: Only one person at a time can be covered as a spouse.

- 1.10 «**Eligible Expenses**» shall refer to the usual, customary and reasonable expenses incurred by a Beneficiary for dental procedures listed in the Articles 7 of this Plan, up to the amount specified in the Suggested Fee Guide for the particular procedure performed..
- 1.11 «**Employee**» shall mean a person employed by the University on a regular basis. For the purposes of this plan, "regular" shall refer to a salaried employee appointed for the whole period under the terms of Section .2.8.
- 1.12 «**Full-time Employee**» shall mean an Employee who is working two-thirds time or more. In the case of a non-academic Employee, full-time shall be two-thirds or more of the normal number of working hours for their role profile, established for Employees of the same classification as the Employee in accordance with University policy; in the case of an Academic Member, full-time shall be determined by the terms of employment as approved by the Board of Governors at the time of appointment.

- 1.13 «**Member**» shall mean a person who is a contributor to this Plan and whose membership has not terminated in accordance with Article 6.
- 1.14 «**Part-time Employee**» shall mean an Employee whose annualized rate of earnings is \$25,000 or more and whose appointment is not less than nine (9) months.
- 1.15 «**Pensioner**» shall mean a person who is retired in accordance with the University's retirement policies.
- 1.16 «**Plan**» shall mean the Dental Plan for Employees of McGill University as set forth in this document.
- 1.17 «**Suggested Fee Guide**» shall mean the fee guide approved by the Quebec Dental Surgeons Association which is in force in the Province of Québec on the date of treatment for dental supplies or services rendered by a general practitioner.
- 1.18 «**University**» shall mean the Royal Institution for the Advancement of Learning (McGill University) or the Board of Governors thereof, as the context requires.
- 1.19 «**Widow/Widower**» shall mean the Spouse of a deceased Pensioner.

2. ELIGIBILITY

- 2.1 A person who is a Full-time Employee, Part-time Employee, Pensioner or Widow/Widower as of September 1st, 2007, is eligible for membership as of that date.
- 2.2 An Employee, on September 1st, 2007, who is not eligible for membership under the terms of Section 2.1 above will become eligible for membership on the date as of which the Employee becomes a Full-time or a Part-time Employee.
- 2.3 A person qualifying as an Employee after September 1, 2007, will become eligible for membership on the date as of which he becomes a Full-time Employee or a Part-time Employee.
- 2.4 A person qualifying as a Widow/Widower after September 1, 2007 will become eligible for membership on the date as of which the person qualifies as a Widow/Widower provided the deceased member had family coverage at the time of death.
- 2.5 Late Application: A person who refuses coverage when eligible under the terms of Section 2.1 through 2.4 of this Article, or a person who fails to execute written applications for membership within the time limits under Article 3, will become re-eligible for coverage on each third anniversary of the date upon which he first became eligible hereunder, provided that any such person continues to qualify as a Full-time Employee or Part-time Employee.
- 2.6 A Member who has opted out of the Plan in accordance with terms of Section 6.3 shall not again become eligible for coverage during the same period of employment with the University.
- 2.7 A Member who has a McGill University appointment as a GFT-H, and who is either unsalaried, or has a salary of less than \$25,000 (applicable to class 010 only).
- 2.8 A person who is a salaried Employee appointed for a period of not less than three (3) consecutive months if the appointment is full-time, or for a period of not less than nine (9) consecutive months if the appointment is part-time.
- 2.9 Members shall be grouped in the following Classes and Plans.

Class <u>Number(s)</u>	<u>Class Name</u>
010	Active Employees – Geographical Full-Time-Hospital (Plan A)
011	Active Employees – Academic Tenure (Plan A)
012	Active Employees – Academic Non-Tenure (Plan A)
013	Administrative & Support Employees – Non-Union (Plan A)
014	Union Employees – MUNACA (Plan A)
015	Union Employees – Trades & Services (Plan A)
016	Other Employees (Plan A)
017	Retirees (Plan B)
018	Non Resident Retirees (Plan C)
019	Active Employees on Sabbatical - Academic (Plan S)
020	Survivors of Deceased Employees Who Were 65 Years Old or Over (Plan D)

<u>Plan</u> <u>Number(s)</u>	<u>Plan Name</u>
A	All Active Employees
B	Retirees
C	Non Resident Retirees
D	Survivor Benefit
S	Active Employees on Sabbatical

3. COMMENCEMENT OF COVERAGE

- 3.1 A person eligible under the terms of Section 2.1 who was a member of the previous plan as of August 31, 2007, will become covered under this Plan as of September 1st, 2007.
- 3.2 A person becoming eligible under the terms of Sections 2.2, 2.3, or 2.4 will be covered as of the date of first becoming eligible, provided such person executes a written application for membership no later than thirty days after that date.
- 3.3 A person becoming re-eligible for membership under the terms of Section 2.5 will become covered as of the date of re-eligibility upon which written application for membership is executed, provided that such application is executed no later than thirty days after that date.
- 3.4 A Member's Dependent will be covered under the Plan as of the earliest date of the following dates:
 - (a) The date that the Member applies for and is granted Dependent coverage in accordance with the terms of Article 4.
 - (b) The date as of which the Dependent qualifies as an eligible Dependent.
- 3.5 Coverage will be suspended in respect of a Member for any period during which contributions are suspended under the terms of Section 5.4.
- 3.6 A person eligible under the terms of Section 2.7, will become covered under this Plan as of September 1st, 2010.

4. CLASSIFICATION

- 4.1 Each category of membership shall include coverage for: (i) single coverage only; or (ii) coverage with dependents.
- 4.2 A person applying for membership under this Plan will be required to specify, in writing, which class of coverage is desired.
- 4.3 A Member with Single coverage may change to Dependent coverage by applying in writing to the University within thirty (30) days of the date as of which an eligible Dependent is acquired.
- 4.4 Notwithstanding Section 4.3, in the event that an eligible Dependent is acquired through the birth of a child, the Member may elect to defer application for Dependent coverage until the third anniversary of the date of such birth.
- 4.5 Notwithstanding Section 4.3, a Member with Single coverage may change to Dependent coverage by applying to the University within thirty days of the date that an eligible Dependent has ceased to be covered under another dental insurance plan.
- 4.6 If a Member has Dependent coverage in effect on the date that an additional eligible Dependent is acquired, said additional Dependent will be extended full coverage automatically from the date of acquisition without any written application.
- 4.7 A Member with Dependent coverage may change to Single coverage as of the date upon which written evidence is provided that the Member no longer has an eligible Dependent or that all such eligible Dependents have become covered under another dental plan or plans.

5. CONTRIBUTIONS

- 5.1 The amount of contribution required to fund the Plan shall be determined by the University. Such contribution shall be determined on an individual basis for each class of coverage.
- 5.2 The University and each Member shall contribute to the Plan an amount determined in accordance with the class of coverage elected by each Member and the category of membership of the Member and shall be paid by means of payroll deduction.
- 5.3 If, by reason of sessional or other leave of absence or temporary layoff, a Member temporarily ceases to be a salaried Employee while remaining in the service of the University, such Member shall have the option of suspending contributions to the Plan for the duration of such unpaid leave or of continuing contributions to the Plan on such basis as may have been agreed upon with the University in accordance with the terms of such unpaid leave.
- 5.4 For Class Number 010 employees will pay 100% of the contributions. However, for unsalaried employees, contributions will be made via automatic bank withdrawal .

6. TERMINATION OF COVERAGE

- 6.1 Coverage in respect of a Member will cease at the earliest of the following dates:
- (a) the date of termination of service of the Member,
 - (b) the dates as of which the Member is transferred to a category of employment ineligible for coverage hereunder,
 - (c) the date of termination of the Plan,
 - (d) the date as of which the Member elects to discontinue membership in the Plan in accordance with the terms of Section 6.3.
- 6.2 Coverage in respect of a Dependent of a Member will cease on the earliest of the following dates:
- (a) the dates as of which the coverage in respect of the Member ceases in accordance with Section 6.1,
 - (b) the date as of which the Dependent ceases to qualify under the definition of Dependent.
 - (c) the date as of which the Member changes from coverage with dependents to single coverage.
- 6.3 A Member may voluntarily elect to terminate his coverage hereunder while remaining in the service of the University, as of the following dates:
- (a) the date as of which the Member furnishes written evidence that he has been covered as a Dependent under another Dental Insurance Plan,
 - (b) the Member's retirement date; however class 010 is not eligible to Plan B "Retirees",
 - (c) if the Member has been a Member of this Plan for three consecutive years.
- 6.4 For the purposes of items (a) and (b) of Section 6.1, a Member will be deemed to be continuing as an Employee during any period in which he is absent from work due to illness, scheduled vacation, temporary layoff, sessional leave or approved leave of absence.

7. ELIGIBLE EXPENSES

7.1 Eligible Expenses covered by the provisions of this Plan will be classified in accordance with the procedure performed into four distinct types, as described in this Article.

7.2 **TYPE A**

Eligible Expenses shall comprise expenses for preventive, diagnostic, emergency or palliative services (excluding those primarily for orthodontic treatment) and restorative procedures, as listed below:

- (a) Complete oral examination, limited to one per 24 months.
- (b) Recall oral examinations, limited to two a year.
- (c) Emergency or Specific oral examinations.
- (d) Complete series of radiographs or panoramic x-rays, including interpretations, limited to one per 2 calendar years.
- (e) Sets of bitewing radiographs, including interpretations, limited to twice a year.
- (f) Radiographs to diagnose a symptom or examine the progress of a particular course of treatment.
- (g) Required consultations with another Dentist.
- (h) Prophylaxes, limited to twice per calendar year.
- (i) Topical fluoride applications for patients less than 16 years of age, limited to twice a year.
- (j) Emergency or palliative services.
- (k) Diagnostic tests and laboratory examinations.
- (l) Pit and fissure sealants for patients less than 16 years of age.
- (m) oral hygiene instruction, initial plus one recall.
- (n) Intra oral periapical radiographs.
- (o) Biopsy of soft and hard tissue.
- (p) Cytological test.

- (q) Fillings: amalgam restorations, acrylic or composite resin restorations. Composite (white) fillings are eligible on first and second bicuspid, and not on molars. Replacement fillings are covered only if
 - the existing filling is at least 12 months old and required due to significant breakdown of the existing filling or recurrent decay; or
 - the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam
- (r) Preformed stainless steel crowns and repairs to preformed stainless steel crowns.
- (s) Antibiotic drug required for the purpose of dental treatment.
- (t) Space maintainers, not limited to primary teeth and no age limit (excluding appliances places for orthodontic purposes).

7.3 **TYPE B**

Eligible Expenses shall comprise expenses for endodontic and periodontic procedures, such as:

- (a) **Endodontics** (treatment of the root and pulp tissue):
 - Apectomy and retrofilling.
 - Emergency treatments - pulpotomy, pulpectomy and opening and draining of tooth.
 - Hemisection, root amputation and root reimplantation.
 - Root canal therapy and obturation.
- (b) **Periodontics** (treatment of gum and other supporting tissues of the teeth):
 - Desensitization of tooth.
 - Emergency services.
 - Gingivoplasty.
 - Guided tissue regeneration.
 - Occlusal equilibration.
 - Periodontal curettage (gingivectomy).
 - Periodontal scaling and root planing.
 - Periodontal surgery.
 - Tissue grafts.
 - Bruxism appliances.

7.4 **TYPE C**

Eligible Expenses shall comprise expenses for the following major procedures as listed below:

- (a) Crowns and repairs to crowns, other than preformed stainless steel crowns (see TYPE B).
- (b) Routine extractions and surgical removal of erupted and impact teeth.

- (c) **Dentures:**
 - The initial, complete or partial, fixed or removable prostheses (dentures or bridges), in the case of teeth extracted while the person is covered under the plan.
 - Replacement of complete or partial, fixed or removable prostheses following the extraction of natural teeth, provided the person is covered under the plan at the time.
 - Replacement of a prosthesis that is at least five (5) years old (for removable prostheses) and at least seven (7) years (for fixed prostheses) and can no longer be used.
 - Inlays and onlays.
 - Rebasing or relining of an existing partial or complete denture.
 - Repair of bridges and dentures.

- (d) **Oral surgery:**
 - Alveolectomy, alveoloplasty, osteoplasty and tuberooplasty.
 - Frenectomy.
 - Other oral surgery and related anaesthesia other than for implants, transplants, or repositioning of the jaw.
 - Repair of soft tissue laceration.
 - Surgical excision (cysts and tumors).
 - Surgical removal of erupted and impacted tooth.
 - Treatment of salivary glands.
 - Uncomplicated removal of erupted tooth.

7.5 **TYPE D**

Eligible Expenses shall comprise expenses as listed below:

- (a) Interceptive, interventive or preventive orthodontic services, other than space maintainers (see TYPE B).
- (b) Comprehensive orthodontic treatment, utilizing removable or fixed appliance, or combinations of both, including diagnostic procedures, formal corrective treatment, retention, orthopaedic and/or myofunctional appliances to correct oral habits.

Orthodontic Services are an Eligible Expense for Dependent children only, provided treatment commences prior to reaching age 21.

- 7.6 Dental expense charges in respect of procedures that are not specifically listed in TYPE A, B, C or D of this Article shall not be Eligible Expenses for the purposes of this Plan.
- 7.7 Expenses incurred in respect of Dental Care performed outside the Province of Quebec will qualify as Eligible Expenses to the extent that they represent the usual, customary and reasonable charges for Dental Care in the locality where the Dental Care is performed up to the amount listed in the Suggested Fee Guide, and further provided that such expenses would otherwise qualify as an Eligible Expense under the terms of this Plan.

8. AMOUNT OF BENEFIT

Plans A, B, C, D and S

8.1 Deductible: None.

8.2 The Plan will pay the following percentages of the amount of Eligible Expenses which are incurred by a Beneficiary:

- (a) 100% > TYPE A (except 80% for dental procedures (q), (r), (s) and (t) listed)
- (b) 80% > TYPE B
- (c) 70% > TYPE C
- (d) 50% > TYPE D

8.3 The maximum amounts of benefit payable under this Plan for each Beneficiary are as follows:

- (a) \$2,000 > TYPE A, TYPE B and TYPE C combined per Benefit Year
- (b) \$2,500 > TYPE D Lifetime Maximum

9. EXCLUSIONS AND LIMITATIONS

- 9.1 Payment will not be made under this Plan for any of the following charges:
- (a) Charges for Dental Care covered in whole or in part under the provisions of any hospital, medicare or dental plan in the person's province of residence, except to the extent of expenses in excess of those provided under such provisions.
 - (b) Charges for Dental Care that is not clinically requested and that is provided primarily for cosmetic purposes, or exceed ordinary services given in accordance with current therapeutic practices.
 - (c) Charges for dentures that have been lost, misplaced or stolen.
 - (d) Charges in excess of the usual, customary and reasonable charges of the least expensive alternative service or material consistent with adequate Dental Care, when such alternate services or material are customarily provided.
 - (e) Charges for missed appointments or for the completion of claims forms.
 - (f) Expenses related to services or supplies of the type normally intended for sport or home use such as but not limited to mouthguards.
 - (g) Charges for the services or supplies rendered for full mouth reconstructions, for vertical dimension corrections, and temporomandibular joint dysfunction or splinting.
 - (h) Charges in respect of any Dental Care directly or indirectly due to or resulting from:
 - (1) war, insurrection or the hostile action of the armed forces of any country;
 - (2) participation in a riot, civil commotion or commission of a criminal offence.
 - (3) any cause for which indemnity or compensation is provided under any Worker's Compensation Law or similar legislation.
 - (i) Expenses for the cost of implants (and related prosthetic appliances).
- 9.2 Benefits shall not be payable in respect of Eligible Expenses incurred after a Beneficiary ceases to be covered under this Plan. However, in the event of cessation of coverage due to termination of service of the Member, charges in respect of dental procedures will be considered as Eligible Expenses if such procedures relate to a particular multiple-appointment dental procedure which had commenced before cessation of coverage, but only to the extent that such procedures are performed within 31 days after cessation of coverage.
- 9.3 Alternate Benefits: If the Member does not file a notice of claim required under Section 11.1, the Administrator shall have the right to determine the benefits for that claim by taking into account possible alternate procedures, services or courses of treatment which are based on accepted dental practice and are less expensive.

10. COORDINATION OF BENEFITS

Limitation on Benefit Amount

This provision is applicable to all benefits payable as Eligible Expenses under this Dental Plan. Where the total benefits under this Plan and other Dental Plans would exceed costs incurred for Eligible Expenses, reimbursement from all plans shall be limited to incurred expenses according to the following order of benefit determination.

Order of Benefit Determination

- (a) Benefits shall be payable first from a group plan which does not have a provision to coordinate benefits, then subsequently in accordance with the rules of this and other group plans which do have coordination of benefits.
- (b) Among the plans having coordination of benefits, priority shall be determined in the following order:

Employees:

- 1. The plan where the person is covered as an employee.
- 2. If a person is eligible for employee coverage under more than one plan, priority goes to:
 - i) the plan where the employee is an active, full-time employee,
 - ii) the plan where the employee is an active, part-time employee,
 - iii) the plan where the employee is a retiree.

Dependents:

Spouse

- 3. The plan where the spouse is covered as an employee.
- 4. The plan where the spouse is covered as a dependent.

Dependent Children

- 5. The plan of the parent with the earlier birthdate (month/day) in the benefit year.
- 6. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.

7. In situations where parents are separated/divorced, then the following order applies,

- i) the plan of the parent with custody of the child,
- ii) the plan of the spouse of the parent with custody of the child,
- iii) the plan of the parent not having custody of the child,
- iv) the plan of the spouse to the parent in iii) above.

If priority cannot be established according to the above rules, the benefits shall be paid under both plans in a ratio proportionate to the amounts that would have been paid under each plan had there been coverage under just that plan.

Facility of Administration

In order to coordinate benefits, the Administrator shall release information to and obtain information from such other insurance companies, organizations, or persons having knowledge relevant to claims of covered individuals without further notice.

The Administrator shall also have the right to pay directly to other insurance companies, organizations, and persons amounts which should have been chargeable under this coordination of benefits provision. Such payments shall be considered benefits under this Plan and shall discharge the Administrator from liability, to the extent of the payment. Additionally, the Administrator shall have the right to recover any amounts paid by the Administrator which were in excess of the maximum amounts contemplated by the coordination of benefits provision.

Such recovery shall be made without notice to the covered individual and the Administrator may recover such amounts from any other insurance company, organization, or from persons to whom or on whose behalf such payments were made.

11. CLAIMS

- 11.1 Pre-Determination of Benefits: A Member who knows or can reasonably be expected to know that Eligible Expenses with respect to a particular claim may exceed \$400, must file notice of claim with the Administrator, accompanied with pre-treatment x-rays, prior to the commencement of such treatment except in an emergency situation.
- 11.2 Written of proof of claim must be submitted to the Administrator within ninety days of the Date of Incurral. If the Administrator so requests, proof of claim must include the Dentist's statement of the treatment received, pre-treatment x-rays and any additional evidence the Administrator deems necessary.
- 11.3 The Administrator shall have the right to determine any benefit payable under this Plan by taking into account possible alternate procedures, services or courses of treatment which are based on accepted dental practice and are less expensive.
- 11.4 In the event that benefits payable are reduced as a result of the application of Article 10 of this Plan, such reduction will be limited to the settlement most favourable to the Member.
- 11.5 The Administrator shall have the right to require that an examination be made of the person of any Beneficiary for whom a claim has been filed when and as often as the Administrator may reasonable require.
- 11.6 All benefits hereunder will be paid immediately upon receipt by the Administrator of proof of claim.
- 11.7 Benefits shall be payable to the Member, except as such Member may reasonably direct by written notice filed with the Administrator. Any such notice will take effect as of the date it was signed but it shall be without prejudice to the Plan on account of any payment made or action taken by the Administrator before it was filed.
- 11.8 If the Member is physically or mentally incapable of giving a valid discharge for payments due or if the Member dies while any such payments due remain unpaid, the Administrator may, at its option, make payment:
- (a) to the Member's relative, by blood or by marriage;
 - (b) to any person or institution appearing to the Administrator to be equitably entitled to such payment by reason of incurring expense for the maintenance, care, medical attendance or burial of the Member; or
 - (c) to any person entitled to give a valid discharge of such payment on behalf of the Member or the Member's estate.
- 11.9 The Administrator shall be under no obligation to see to the application of any monies paid under the terms of Section 11.8 and payment to any such person or institution will constitute a complete discharge of the responsibilities of the Plan to the extent of the amount of the payment.

12. AMENDMENT AND TERMINATION

- 12.1 The University expects to continue this Plan indefinitely but reserves the right to change, modify, or terminate the Plan at any time.
- 12.2 The Plan may be amended at any time and from time to time by the University and all such amendments shall be binding upon the University and on every Member.
- 12.3 Notice of each such amendment shall be given to the Administrator. If the amendment directly or indirectly affects the benefits due to Members, notice thereof shall be given to the Members.
- 12.4 No such amendment shall adversely affect the right of a Member to receive benefits equal to those to which he was entitled under the Plan prior to such amendment in respect of Eligible Expenses incurred prior to the date of such amendment.
- 12.5 In the event that the Plan is terminated, contributions by the Members and the University shall cease. The University will retain all contributions made or required to be made up to the date of termination of the Plan and will continue to make benefit payments for a period of 90 days in respect of Eligible Expenses incurred by Beneficiaries prior to the date of termination. Any funds remaining after the expiration of the 90 days period shall be retained by the University for distribution for the benefit of the Members, or as otherwise may be determined or directed by the University.

13. ADMINISTRATION

- 13.1 The University shall have full power to administer the Plan, such power to include, but not be limited to the following:
- (a) to appoint such Administrator as it shall deem necessary or proper for the efficient administration of the Plan,
 - (b) to make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plan,
 - (c) to interpret the Plan, its interpretation thereof to be final and conclusive,
 - (d) to compute the amounts of benefits or other payments which shall be payable to any Member in accordance with the provisions of the Plan, and to determine the person or persons to whom such amounts shall be paid,
 - (e) to authorize all payments to be made for such purposes,
 - (f) to ensure that the proper accounts and records showing the detailed operation of the Plan are made on the proper basis and to arrange for the audit of such records and accounts as required,
 - (g) to maintain a continuing review of the performance of the Administrator and, if necessary, to make changes from time to time as required.
- 13.2 Whenever in the administration of the Plan any action by the University or the Administrator is required, such action shall be uniform in nature as applied to all persons similarly situated.
- 13.3 In administering the Plan, neither the Board of Governors nor the University nor any officer or employee thereof, shall be liable for any acts of omission or commission, except for his or her or its own individual, willful, and intentional malfeasance or misfeasance. The University and its officers and employees shall be entitled to rely conclusively on all tables, valuations, certificates, opinions and reports which shall be furnished by the Accountant, Administrator, counsel or other expert who shall be employed or engaged by the University.
- 13.4 The Plan shall be chargeable with the fees of the Administrator and any expenses incurred by the same or the University in respect of the Plan for which payment is not provided by the University.
- 13.5 This Plan shall be administered and construed in accordance with the applicable laws of the Province of Québec and Canada.
- 13.6 Each Member shall be advised of the general provisions of the Plan and shall be furnished by the University with information explaining the Member's status, rights and privileges under the Plan.

- 13.7 The Plan shall not of itself give a Member any right to be retained in the service of the University, nor prevent the University from discharging a Member at any time, nor give rise to any claim by any person against the University for damages for any cause whatsoever.
- 13.8 Contributions to the Plan and benefits under the Plan shall be payable in the lawful currency of Canada.
- 13.9 In the event that the age or the status of any Beneficiary is found to have been incorrectly stated, the Administrator shall make such adjustments respecting such Beneficiary for the purposes of the Plan as they shall deem equitable.
- 13.10 Except as otherwise permitted under the terms of Section 11.8, no assignment, pledge or encumbrance of any benefit under the Plan shall be permitted or recognized under any circumstances, nor shall any such benefit be subject to attachment or other legal process to recover debts.